

09-12-2005

**RECORD
TRAC**



103079638

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-8-05

1. Name of conveying party(ies):

Teal Electronics Corporation (incorporated in California)
RFL Electronics Inc. (incorporated in Delaware)
SL Montevideo Technology, Inc. (incorporated in Minnesota)

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: as stated above
- Other _____

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 3, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal

Address: 4 Penn Center, Suite 1100

Street Address: 1600 John F. Kennedy Blvd.

City: Philadelphia

State: PA

Country: USA Zip: 19103

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Natl Banking Assn Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/397,101

B. Trademark Registration No.(s)
1,717,634; 777,274; 2,155,211; 2,942,014; 2,940,110

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
TEAL; RFL (in circle); SL-MTI; TEALtrak; TEALwave; TEALwatch

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Philip Abromats, Esq., c/o Drinker Biddle & Reath

Internal Address: _____

Street Address: 1000 Westlakes Drive, Suite 300

City: Berwyn

State: PA Zip: 19312-2409

Phone Number: 610-993-2261

Fax Number: 610-993-8585

Email Address: philip.abromats@dbr.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

August 31, 2005

Date

09/09/2005 DBYRNE 00000042 78397101

01 FC:8521
02 FC:8522

40 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**IP SECURITY AGREEMENT
(Patents and Trademarks)**

This **IP SECURITY AGREEMENT**, dated as of August 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"). Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of August 3, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between the Grantors and the Collateral Agent.

WHEREAS, each Grantor has granted a security interest in and continuing Lien on the Collateral (including the Intellectual Property subject of this Agreement) to the Collateral Agent pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant to the Collateral Agent, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Affirmation and Grant of Security. Each Grantor hereby affirms its grant to the Collateral Agent for the benefit of the Secured Parties set forth in the Security Agreement of, and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property (including the Patents and Trademarks listed on **Schedule I** attached hereto) to secure the Secured Obligations.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 4. Miscellaneous. Each Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement

may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

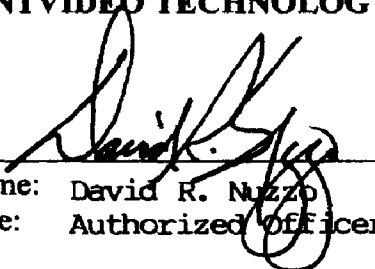
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CONDOR D.C. POWER SUPPLIES,
INC.**

**TEAL ELECTRONICS
CORPORATION**

RFL ELECTRONICS CORPORATION

SL MONTVIDEO TECHNOLOGY, INC.

By: 
Name: David R. Nuzzo
Title: Authorized Officer

SCHEDULE I**REGISTERED AND APPLIED-FOR TRADEMARKS**

Reg. No.	Country	Mark	Owner	Registration Date
1,717,634	USA	TEAL	Teal Electronics Corporation	09/22/1992
777274	USA	RFL (In Circle)	RFL Electronics Inc.	09/22/1964
8881915	Great Britain	RFL (In Circle)	RFL Electronics Inc.	07/14/1986
79262	Italy	RFL (In Circle)	RFL Electronics Inc.	02/27/1963
196604	Switzerland	RFL (In Circle)	RFL Electronics, Inc.	11/14/1983
98551	Belgium	RFL (In Circle)	RFL Electronics, Inc.	02/26/1973
2,155,211	USA	SL-MTI	SL Montevideo Technology, Inc.	05/05/1998
2,942,014	USA	TEALtrak	Teal Electronics Corporation	04/19/2005
2,940,110	USA	TEALwave	Teal Electronics Corporation	04/12/2005
Appl. Ser. No. 78/397101	USA	TEALwatch	Teal Electronics Corporation	Pending

SCHEDULE II**PATENTS**

Subsidiary	Number	Country	Description	Inventor(s)	Issue Date
Condor	6,069,804	USA	Bi-Directional DC to DC Power Converter	Thomas M. Ingman, John Beecroft, Charles Mullett	5/30/2000
Condor	4,999,594	USA	AC Line Filter with Tapped Balun Winding	Thomas M. Ingman	3/12/1991
Condor	5,734,562	USA	Power Factor Correction Circuit	Richard Redl	3/31/1998
Condor	6,330,169	USA	Converter Output Regulation via Channel Resistance Modulation of Synchronous Rectifiers	Charles Mullett, Thomas M. Ingman	12/11/2001
Condor	6,785,151	USA	Quasi-Synchronous, Magnetic Amplifier Regulated DC-DC Converter	Thomas M. Ingman, Charles Mullett	8/31/2003
Teal	5,012,382	USA	Low Impedance Power Conditioner Apparatus and Method	William D. Carpenter, Randy J. Redding, Robert C. McLoughlin	4/30/1991
Teal	0533822	Europe	Similar to Low Impedance Power Conditioner Apparatus and Method	William D. Carpenter, Randy J. Redding, Robert C. McLoughlin	1/21/1998
Teal	6,535,369	USA	Adaptive Surge Suppressor	Randall J. Redding, Victor Soto, Reynaldo P. Llanos	3/18/2003
Teal	6,624,997	USA	Electrical Power Conditioner	Randall J. Redding, Victor Soto, Reynaldo P. Llanos	9/23/2003

SCHEDULE II**PATENTS**

Subsidiary	Number	Country	Description	Inventor(s)	Issue Date
MTI	5,677,580	USA	Transversal-Flux Permanent Magnet Motor	Hao Huang	10/14/1997
MTI	5,532,561	USA	Virtual Hall Effect Signal Generating for a Brushless Sensorless Electrical Rotary Machine	Hao Huang	7/02/1996
MTI	5,905,348	USA	Powering and Control of a Brushless DC Motor	Dennis Coyne Nolan	5/18/1999
MTI	6,137,251	USA	Brushless DC Motor Controller With Speed Control From Zero to Above Based Speed	Hao Huang, Dennis Coyne Nolan	10/24/2000
RFL	4,551,782	USA	Method & Apparatus for Degaussing Magnetic Storage Media	Earle S. Seely Roger O. LaValley	11/05/1985
RFL	N1 52646	Taiwan	Method & Apparatus for Monitoring an A/C Transmission Line	Gary R. Hoffman, Walter L. Hinman	7/03/1990
RFL	4,939,617	USA	Method & Apparatus for Monitoring an A/C Transmission Line	Gary R. Hoffman, Walter L. Hinman	7/03/1990
RFL	2,055,466	Canada	Method & Apparatus for Monitoring an A/C Transmission Line	Gary R. Hoffman, Walter L. Hinman	7/03/1990
RFL	5,111,358	USA	Electrical Equipment with Mode Indicator	Leonard Ernst	5/05/1992
RFL	5,150,270	USA	Transformer Circuit and Method with Saturation Prevention	Leonard Ernst, David H. Quam	9/22/1992
RFL	5,329,414	USA	Protective Relay Interface	Edward J. Kratt, III, David H. Quam	7/12/1994

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